



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**WILLIAM CASS, P.E.**  
**ASSISTANT COMMISSIONER**

September 23, 2015

Dear Sir or Madam,

The State of New Hampshire, Department of Transportation, Bureau of Turnpikes is soliciting price proposals for providing Turnpike Toll Processing and Armored Car Services during the period February 1, 2016 through January 31, 2019, with two (2) two-year extensions possible.

Enclosed is RFP 2016-055, Exhibit A: Interface Control Document Bank-Host, Exhibit B: RFP Pricing Worksheet, and Exhibit C: Form Number P-37. RFP 2016-055 outlines the Scope of Services required and solicits your price proposal as well as your firm's qualifications and experience processing coin and currency and providing armored car services. References will be required.

Please note that the Department of Transportation requires the following documentation (subject to change) for Governor and Council approval of its contracts.

- Certificate of Authorization from the Secretary of State office, dated after April 1, 2015.
- Certificate of Insurance naming the State of New Hampshire, Department of Transportation, as additional insured under the contractual provision on the general liability policy.
- Corporate Certificate of Vote, signed and sealed.
- Other requirements cited in Section VIII: Award and Other Requirements of the RFP 2016-055.

Should you be interested in bidding to provide these services, please email your intent along with any questions to Margaret Blacker by 2:00 o'clock p.m., prevailing time on Wednesday, October 7, 2015 ([mblacker@dot.state.nh.us](mailto:mblacker@dot.state.nh.us)) and complete the enclosed proposal form (deadline 2:00 o'clock p.m., prevailing time on Friday, October 23, 2015). See RFP 2016-055: Section VI – Proposal Preparation and Submission Requirements.

Questions on this matter and site visits should be directed to Margaret Blacker at (603) 485-3806.

Sincerely,

Margaret S. Blacker  
Financial Manager





State of New Hampshire

## DEPARTMENT OF TRANSPORTATION BUREAU OF TURNPIKES

### Request for Proposal for Turnpike Toll Revenue Processing Services RFP 2016-055

RFP ISSUED.....September 28, 2015

STATE CONTACT.....Margaret Blacker  
Turnpike Financial Manager  
mblacker@dot.state.nh.us  
(603) 485-3806

CONTRACT TYPE.....Contractual Services

INTENT TO RESPOND AND SUBMISSION OF QUESTIONS..... 2:00 PM, October 7, 2015

PROPOSALS DUE..... 2:00 PM, October 23, 2015

AT:.....New Hampshire Bureau of Turnpikes  
C/O Margaret Blacker  
Turnpike Financial Manager  
36 Hackett Hill Road  
Hooksett, NH 03106

*Note: Post Office does not deliver to this address*

09/23/15 version

## **SECTION I: PURPOSE**

The purpose of this Request for Proposal (“RFP”) is to obtain a provider of revenue processing services (coin and currency) (the “Contractor”) for the State of New Hampshire Department of Transportation, Bureau of Turnpikes (the “State”). The RFP is based on the following minimum service requirements and standards. It is the State’s intent that the contract will be in effect for three (3) years with two (2) two-year extensions possible based on an annual review of performance by the Bureau of Turnpikes. Application of fee adjustments directly correlated to the “Cost of Living Adjustments” (COLA) will be applied, see the “Section V-RFP Pricing” for further information on COLA fee adjustments.

## **SECTION II: REVIEW PROCESS**

The State expects brief responses to this RFP, which will outline the ability and experience of potential vendors to provide the desired services. All responses will be reviewed and evaluated by a review committee. The committee may then meet with those vendors capable of providing the services and arrange on-site reviews of existing operations if deemed necessary to support the vendor selection process. Capability to perform the desired services in a cost effective manner will be a primary determinant.

## **SECTION III: SCOPE OF DESIRED SERVICES**

As directed by the State, processing services provided by the Contractor shall include, but are not limited to the following:

- A. Pickup and transport of all toll revenue from each toll facility to a processing center via fully insured armored car service. Pickup will be seven days per week, with the exception of New Years, Thanksgiving and Christmas, at all toll facilities which are as follows:
  - 1. Hampton Main Toll Plaza;
  - 2. Hampton Side Toll Plaza;
  - 3. Hooksett Main Toll Plaza;
  - 4. Bedford Main Toll Plaza (Note 1);
  - 5. Merrimack Toll, Exit 11;
  - 6. Merrimack Industrial Toll, Exit 10;
  - 7. Rochester Toll Plaza (Note 2);
  - 8. Dover Toll Plaza (Note 2).

Note 1: This plaza is anticipated to have Open Road Toll Facilities in operation by Summer 2018.

Note 2: This plaza is anticipated to have Open Road Toll Facilities in operation by Summer 2022.

These pickups may or may not be required for the entire term of the contract. Furthermore, the frequency of pickup may change for some sites. See Section V-RFP

Pricing for further information with regard to additions or deletions of sites, or changes to frequency of pickups throughout the duration of the contract.

- B. Pickup and transport of revenue from each E-ZPass Walk-In Center, servicing E-Z Pass customers at the following locations. (Pickup will be five days per week, with the exception of State Holidays):

1. Nashua Walk-In Center; Exit 6 along F.E. Everett Turnpike;
2. Portsmouth Walk-In Center; Exit 1 along I-95
3. Hooksett Walk-In Center; Exit 11 along I-93

These pickups may or may not be required for the entire term of the contract. The current contract for E-ZPass Back Office Systems Support ends on September 30, 2016. The proposed contract includes three (3) Walk-In Centers in Nashua, Portsmouth and Concord Areas. See Section V-RFP Pricing for further information with regard to additions or deletions of sites throughout the duration of the contract.

- C. Delivery schedules/pick-up times shall be coordinated with the State. The Contractor and its subcontractors shall work in partnership with the State in an effort to maximize efficiencies and safety while reducing costs of both the State and the Contractor's operations.
- D. Counting, sorting and packaging of coin and currency;
- E. Removal of mutilated coins or non-monetary items collected prior to coins being deposited for credit
- a. Require coin counting machine maintenance consistent with Manufacturer's recommendations and the State's requests to reduce potential misidentification of mutilated coin and consistently maintain operational efficiencies. A daily and monthly piece count is required, detailing the mutilated coin count at each plaza.
- F. Processing of toll collections seven days per week including weekend safekeeping if necessary;

Current daily average coin and currency processing is \$120,000 with approximately 20% coin versus 80% currency;

- G. Providing same business day bank credit or same day (electronic) cash transfer to a State-banking vendor for toll collection deposits.
- H. Provide change fund orders to each toll facility daily or as needed. Current average daily value is \$9,400 in coin and currency. The State has standard change fund orders which are subject to adjustment from time to time. Change fund amounts for each plaza for each day will be recorded in a computer file. The "Return" file will contain one record for each plaza. See Exhibit A - Interface Control Document Bank – Host ;

- I. Process coin and currency counts for each money bag into a computer data file. Interface Control between Bank and VECTOR Host for processing files from the bank is defined by the State in Exhibit A - Interface Control Document Bank - Host;
  - a. Adjustments, for the day's processing will be calculated and recorded in an "Adjustment" file. See Exhibit A - Interface Control Document Bank – Host , Section 2.2.2 Adjustment Files;
- J. Establish a Secure File Transfer Protocol (SFTP) connection with the State toll system host computer. FTP files containing coin and currency counts created daily to the State.
- K. Participate in scheduled monthly meetings with the State and Treasury to review contract and performance standards as needed. The Contractor and its subcontractor shall be required to physically attend scheduled meetings, unless the State agrees that a conference call is sufficient.
- L. Establish weekend contact procedures to allow for necessary communication between toll processing, armored car operations and toll superintendents.
- M. Resolve discrepancies in piece counts or bag counts versus expected State toll system audit values (beyond a predetermined standard) within a defined process The State compares toll collection audit data to coin and currency counts provided by the Contractor. Shortages and overages of \$20.00 or more are investigated by the State. To help with the investigation, the State requests research from the Contractor to document any problems that may have occurred during processing by the Contractor.
- N. Processing center shall provide ability to review video surveillance to assist with issue resolution.
- O. Provide bar code labels for each plaza as demand requires. White labels are required for attendants, blue labels for Automatic Coin Machines (ACM). Scanning software must accurately identify the bags scanned as attendant or ACM bags.
  - a. Exception: Hooksett Main and Hooksett Ramp Tolls do not have ACMs and all bags are held in the Hooksett Main cash vault until picked up by the armored car service. Hooksett Main and Hooksett Ramp toll attendants use different colored labels to distinguish one plaza from another. Scanning software must accurately identify the bags scanned as attendant bags.
  - b. The contractor shall implement controls to track serial numbers issued at each plaza and report to the State any gaps in the series.
- P. Require regular bar code scanning maintenance to reduce errors.

## SECTION IV DISPUTE RESOLUTION

In the event of any dispute governing the interpretation of this Contract, the Assistant Administrator's decision shall be final for the State as defined below.

Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the Invoking Party) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	BANK	THE STATE
Primary	<NAME TBD> <TITLE TBD>	Margaret Blacker, Turnpike Financial Manager
Secondary	<NAME TBD> <TITLE TBD>	David S. Smith, Turnpike Asst. Administrator

Any unresolved discrepancies shall require mediation from the State Treasurer or Attorney General offices.

## SECTION V: RFP PRICING

1. The pricing for services outlined in this RFP shall be developed utilizing the attached Exhibit B: RFP Pricing Worksheet. No other pricing sheets submitted will be accepted and will result in a "non-compliant bid" and disqualification of the bidder.
2. Annual increases will be based upon the "Cost of Living Adjustments" (COLA, based on the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers: CPI-W) identified on the following site...  
<http://www.ssa.gov/news/cola/> ...following the criteria set forth for its use on this website and as noted below.
  - i. In the instance that the COLA is less than zero (0), no adjustment to the current rate will be allotted.
  - ii. These escalation rates apply to "transportation and processing" aspects of the RFP.
  - iii. Escalation will be applied on a compounding annual basis.

3. The pricing for “transport and processing” services shall be based on the following requirements:
  - i. Pricing for Transportation Services shall be based upon a “site specific rate” per pickup location.
  - ii. Pricing for Processing Services shall be based upon a flat rate per \$1,000 of Revenue Processed.
  - iii. Costs for supplies used during processing, including but not limited to: large and small plastic coin and currency security bags, “currency blocks,” bar code labels, piece audit forms, consignment logs, money straps, etc. shall be included in the Processing Price (Flat Rate per \$1,000 of Revenue Processed).
4. It is our intent to compensate in “hard dollars” for bank services provided, however the State requests the right for the opportunity to pay through the use of compensating balances to reduce the cost of armored car services or processing services. Please include a statement of how an earnings credit rate is applied, what index the rate is tied to, and frequency and basis for changes in this rate.
5. Electronic toll collection (E-ZPass) was implemented in July of 2005. E-ZPass participation is approximately 72% and although we do not anticipate a dramatic change in cash versus E-ZPass percentages over the length of the contract, it is conceivable that coin and currency volumes could decrease over the life of this contract, in light of the conversions of plazas from conventional to Open Road Tolling and historic trends of E-ZPass into the market.
6. The State reserves the right to add, subtract or change pickup locations throughout the term of the contract.
  - i. Any locations added throughout the duration of the contract shall be negotiated with the Contractor. The prices included in the proposal for similar locations will be the basis for negotiations; however such pricing will not be the sole element in determining ultimate fees, unless the “flat rate” costing option is selected.
  - ii. Any locations deleted throughout the duration of the contract shall be removed without cost adjustment to the remaining locations, regardless of pricing utilized (i.e. flat rate or location specific pricing).
7. “Currency Blocks” will be required for use with all bills. All costs for procurement and fabrication of “currency blocks” used in the preparation of currency for pickup and processing shall be borne by the Contractor or subcontractor. This cost shall be included in the submitted fee (Flat Rate per \$1,000 of Revenue Processed).



8. Smart safe and cash recycling systems. The State is considering testing a pilot program using these systems to increase security at the Merrimack Exit 10 Ramp toll plaza and would like to receive alternative pricing on the Exhibit B: RFP Pricing Worksheet if this technology were to be tested. Please provide a second set of prices for Armored Car Service and Revenue Processing (Merrimack Exit 10 Ramp Toll Plaza only) if your firm is able to offer this option. Any and all leasing and other fees should be included. Information regarding the plaza, including coin and currency volume, can be obtained during the vendor question phase of the RFP.

## SECTION VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

### A. RFP Response:

1. Number of Copies: Vendors must submit a complete response to this RFP.

One (1) original, eight (8) paper copies and one (1) electronic pdf copy (on CD) of the proposal must be submitted to:

State of New Hampshire  
Bureau of Turnpikes  
36 Hackett Hill Road  
Hooksett NH 03301  
Attn: Margaret Blacker, Turnpike Financial Manager  
[mblacker@dot.state.nh.us](mailto:mblacker@dot.state.nh.us)

The original version of the proposal is marked "ORIGINAL" and the copies are marked "COPY".

*Note: The Post Office does not deliver to the above address.*

2. Exhibit B: RFP Pricing Worksheet shall be submitted with the proposal, however shall be secured in a separate sealed envelope, clearly marked as "**RFP Pricing Worksheet**". See "Section VII-Evaluation and Selection Process" for further discussion with regard to the opening of the bid sheet.
3. Responses should be limited to 10 pages plus appendices.
4. The vendor may be asked to provide a brief oral presentation and tour of existing processing facilities to support the selection process. Oral presentations are an option of the State and may or may not be conducted. If conducted, oral presentations will be at the discretion of the State and held in Hooksett, New Hampshire.
5. The State reserves the right to reject all responses and resolicit for other proposals with or without modifications to this RFP.

6. A vendor may withdraw their proposal by notifying the State in writing at any time prior to the deadline for proposal submittal. After the deadline, proposals once opened, become a public record and will not be returned to the firms.
7. **All prospective bidders must send an e-mail by October 7, 2015 stating their intent to respond to this RFP** to Margaret Blacker via e-mail at the e-mail address listed above in Section VI:A:1. This notification must include, but is not limited to, the name, title, telephone number, and e-mail address of a contact person at the firm for the sole purpose of participating in and receiving communication from the State as described in the following item (8).
8. **All questions by prospective bidders concerning any aspect of this RFP must be directed to Margaret Blacker via e-mail** at the e-mail address listed above in Section VI:A:1 **by October 7, 2015**. No communication with any other State employee is allowed to take place regarding this RFP during the RFP process. An exception will apply to individuals of a firm or firms that currently provide these services to the State but such contacts are limited solely to an existing contract. All questions submitted by a prospective bidder and corresponding answers provided by the State shall then be communicated simultaneously via e-mail to each bidders contact person pursuant to the requirement as stated above in item # 7.
9. All firms submitting a response to this RFP must specify in their transmittal letter who at the firm is the sole contact person for the State to contact should any clarification be needed with respect to the response. Please include contact person's name, telephone number, and e-mail address.

B. Proposal Preparation:

1. Organization of Proposal. Proposals shall be organized in the order in which the requirements are presented under the Requirements section below. Where additional space is required use an appendix to submit relevant information.
2. Submission of Materials. Proposals shall be accompanied by a brief transmittal letter on the vendor's business stationery and signed by an authorized representative of the vendor. All information requested must be submitted. Proposals that are incomplete or lack key information may be rejected by the State and cause the vendor not to be considered as a capable provider of services.
3. Clarity of Proposal. Proposals should be prepared simply and provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. It is expected that the responses to the requirements that follow will demonstrate support for your firm's ability to provide the services desired by the State in Section III, Scope of Desired Services.

4. The Bureau of Turnpikes is a public agency and its records, including all responses to this RFP, will be deemed a public record and subject to public disclosure under the State's Right-to-Know laws, pursuant to New Hampshire Statute RSA 91-A, after actual award of the contract. Information in the proposals considered by the Vendor to be confidential and proprietary should be clearly identified and easily separable. Any requested public disclosure restrictions should be clearly explained.

C. Requirements:

Vendors are required to submit the following items:

1. A brief transmittal letter prepared on your firm's business stationery should accompany the original and required copies of the proposal. The letter should also indicate your firm's willingness to provide an on-site inspection of current operations to the review committee.
2. Describe how your firm qualifies as or is partnering with a federally insured financial institution chartered under the laws of New Hampshire or the federal government, with a branch within the State in New Hampshire consistent with State of New Hampshire RSA 6.7 (Title I, Chapter 6, Section 6.7 Bank Deposits).
3. Provide a description of your processing operations and organizational structure and the full name, mailing address, telephone number and facsimile number of the primary contact person from your firm.
4. Provide a detailed narrative describing your firm's qualifications to provide processing services.
5. Describe your firm's experience in general coin and currency processing operations.
6. If subcontracting for armored car services and/or coin and currency processing, provide a brief description of the relationship with and history of partnership with the Subcontractor.
7. Provide a listing of up to 5 clients for whom similar processing services are provided and please include current volumes processed and length of current relationship.
8. Please indicate and include contact name, title, telephone number, and e-mail address for those client references listed.

9. Describe how your firm evaluates the performance of the armored car service provider and/or coin and currency-processing provider.
10. Describe how your firm evaluates the security offered by the armored car service provider and/or coin and currency-processing provider.
11. Describe your and/or your Subcontractor's safekeeping capabilities.
12. Describe how non-monetary items and/or mutilated coins collected and mixed with legal coins will be handled;
13. Describe how Canadian coins will be handled;
14. Describe your process for resolving cash collection and bag count discrepancies.
15. Provide a brief summary of any significant pending litigation against your firm.
16. Each vendor must submit a cost proposal for the services requested in the Scope of Services section using the template provided in Exhibit B: RFP Pricing Worksheet. Pricing will be the base price that will last for the term of the contract with the exception of any price adjustments agreed upon following an annual review.
17. Any creative suggestions are encouraged and should be included within this section of the proposal. Alternative pricing is requested for a pilot program for smart safe and cash recycling systems at the Merrimack Exit 10 Ramp Plaza.

**D. Appendices, Data and Other Submissions:**

Include any appendices, data and other submissions necessary to support your proposal.

**SECTION VII: EVALUATION AND SELECTION PROCESS**

**A. The State plans to use the following process at its discretion:**

1. Preliminary Evaluation
  - i. Proposals will be evaluated to determine if functional requirements are met based upon the evaluation of the responses to Section C Requirements 1 thru 17, prior experience, and reference checks (note that these responses will also be a basis for ultimate selection):
  - ii. Proposals that have been determined to meet these "Preliminary Evaluation" requirements will progress to "Final Selection".
  - iii. Those proposals that do not meet "Preliminary Evaluation" requirements, will not progress to "Final Selection".
  - iv. In the instance that the vendor is deemed to not meet these initial requirements, the cost portion of the proposal will be returned unopened.

2. Final Selection

- i. Once it is determined that a vendor has submitted responses that demonstrates all stated requirements can be met, the review committee will evaluate each proposal based on the following criteria:

<b>RFP Scoring Categories</b>	<b>Percentage of Total Score</b>
Cost	50%
Responses to Requirements	40%
References	10%

B. The following table provides the Schedule of Events for this RFP.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP released to Vendors	9/28/2015	
Vendor review and comment period begins	9/28/2015	
Intent to Respond/Submissions of Questions	10/7/2015	2:00 PM
State Response to Vendor Comments	10/16/2015	2:00 PM
Proposal submission deadline	10/23/2015	2:00 PM
Selection Committee recommendation	10/30/2015	
Governor and Executive Council Award (anticipated date)	12/16/2015	
Anticipated Notice to Proceed (NTP)	Upon G&C approval, but no sooner than 2/1/2016	

C. All responses will be reviewed and evaluated by a selection committee. The committee may request a meeting with one or more vendors and/or arrange for an on-site inspection of existing operations.

**SECTION VIII: AWARD AND OTHER REQUIREMENTS:**

A. **AWARD OF CONTRACT:** After reviewing the proposals, the selection committee retains the right to conduct interviews for any vendor before awarding the final contract, however; the State retains the right to award a contract based solely upon the written proposals received without prior discussions or negotiations. If selected, each finalist would be notified of the date, place and time of their interview. The interview should demonstrate the vendor's ability to provide the required services. Key personnel who would be responsible for providing all contracted services should be present and participate in the interview should the State schedule such an interview. The purpose of the interview is to impart to the Selection Committee an understanding of how specified services will be accomplished. Further information with regard to the format of this stage of the evaluation may be provided to the finalists prior to their interview. The interview will be evaluated on the basis of whether it substantiates the characteristics and attributes claimed by the vendor in the written response to the RFP.

- B. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- C. **DEBARMENT STATUS:** By submitting their proposals, vendors certify that they are not currently debarred from submitting proposals on contracts by any agency of the State of New Hampshire, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of New Hampshire.
- D. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:**  
Modification of or additions to any portion of the RFP may be cause for rejection of the proposal; however, the State of New Hampshire reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the State of New Hampshire may, in its sole discretion, request that the vendor withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Prior to the approval of a contract, a vendor will be required to execute the State's form P-37, a copy of which is attached as Exhibit C.
- E. **QUALIFICATIONS OF VENDORS:** The State of New Hampshire may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendor to perform the work/furnish the item(s), and the vendor shall furnish to the State of New Hampshire all such information and data for this purpose as may be requested. The State of New Hampshire reserves the right to inspect the vendor's physical facilities prior to award to satisfy questions regarding the vendor's capabilities. The State of New Hampshire further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such vendor fails to satisfy the State of New Hampshire that such vendor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- F. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the State of New Hampshire.
- G. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the State of New Hampshire, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the State of New Hampshire may have.

- H. PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the vendor for ninety (90) calendar days following the proposal opening date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Any proposal on which the vendor shortens the acceptance period may be rejected.
- I. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES: The State reserves the right to reject any or all proposals. The State also reserves the right to waive any informality. Incomplete proposals may be the basis for rejection.
- J. DISCLOSURE: Vendors must disclose to the State any relationship(s) which may be a conflict of interest for the vendor entering into a contract with the State.
- K. REGISTRATION WITH SECRETARY OF STATE OR BANKING COMMISSION: The vendor attests that it properly registered to conduct business in the State of New Hampshire. Please visit the following website to find out more about the requirements and filing fees: <http://www.nh.gov/sos/corporate> or <http://www.nh.gov/banking>.
- L. CONTRACT APPROVAL: The contract between the State and the Contractor will not be binding until it has been approved by the Governor and Council.
- M. VENDOR APPLICATION AND W-9 FORM: Prior to the approval of a contract, a vendor must have a completed State of NH Vendor Application and a W-9 Form must be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): [www.admin.state.nh.us/purchasing/bids.asp](http://www.admin.state.nh.us/purchasing/bids.asp).
- N. CERTIFICATE OF AUTHORITY / SIGNATURE AUTHORITY: Prior to the approval of a contract, a vendor must supply a corporate resolution or Certificate of Authority indicating the officer(s) of the firm possessing the authority to enter into contracts with the State.
- O. CERTIFICATES OF GENERAL LIABILITY AND WORKMEN'S COMPENSATION INSURANCE: Prior to the approval of a contract, a vendor must provide all certificates as required by the General Provisions of the State of NH Agreement form P-37, Section 14: Insurance (enclosed).
- P. UPDATED CERTIFICATE OF GOOD STANDING: Prior to the approval of a contract, a vendor must provide a current Certificate of Good Standing in original form issued by the Secretary of State's office.





New Hampshire  
Department of Transportation  
Bureau of Turnpikes  
Interface Control Document  
Bank – Host



Version 1.2

February 2013



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This document has been through a formal review process. To the best of our knowledge it is accurate. Xerox reserves the right to make further modifications as necessary.

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## Version History

Version Number	Date	Description	Author
1-0	11/23/2012	Initial release for review	Ramkumaran V
1-1	12/06/2012	Initial release for review	Ramkumaran V
1-2	1/31/2013	Updates	C Soucy

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# 1 Introduction

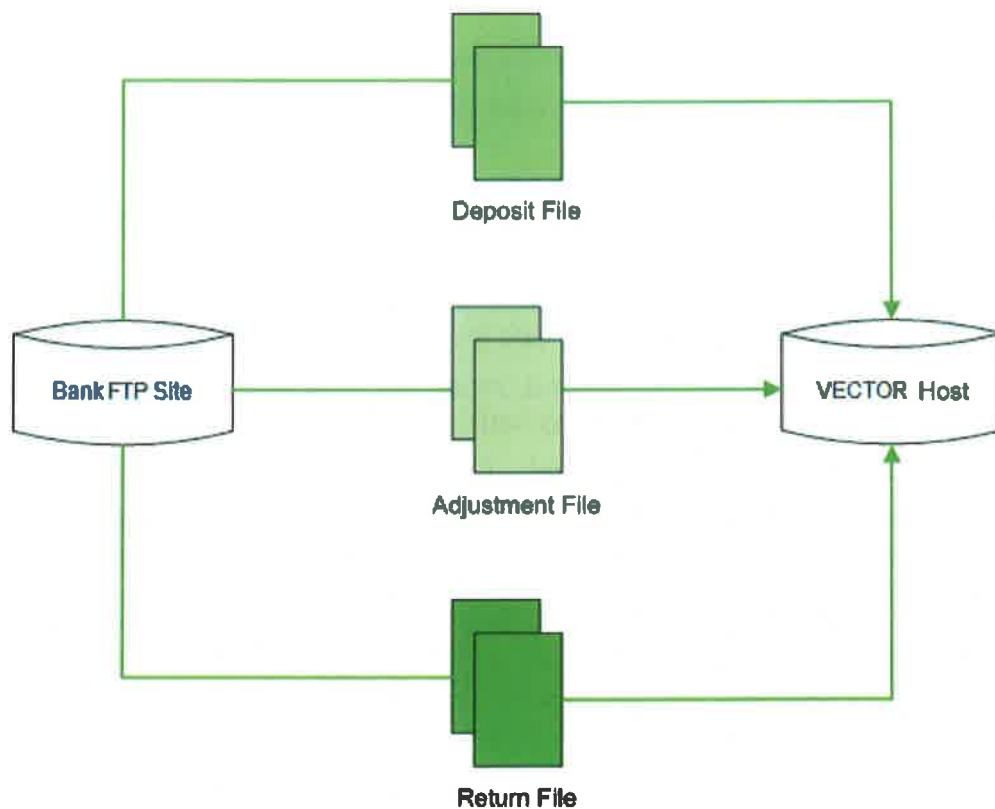
This document describes the interface control between Bank and VECTOR Host for processing the files from Bank. Collector money bags are sent to the bank for counting, the bank counts them and sends the files back to the Toll Collection System (TCS).

## 2 Bank - Host Interface

Bank sends back three types of files to TCS:

1. Deposit File,
2. Adjustment File
3. Return File.

Bank sends the files to the FTP Server. TCS / VECTOR check the availability of files every one hour and process the available files and capture the details in the database. Once a file is processed the file will be moved to the archive directory.



**Figure 2-1: Bank - Host File Workflow**

## 2.1 FTP Directories

Table 2-1 shows the FTP server directory structure for receiving and archiving bank files.

### Table 2-1: FTP Server Directory Structure

Folder Type	Folder Path
New Files	/bank/receive
Processed Files	/bank/archive

*Note: The folder structures will be decided jointly between the Bank and VECTOR.*

## 2.2 Bank Files

The following subsections 2.2.1 – 2.2.3 describe the 3 bank file types.

Any issues/errors detected while processing files will be captured and MOMS will send an alarm to the maintenance technician.

### 2.2.1 Deposit File

The Deposit file contains the details about the list of money bags along with the details about attendant, coin and currency denominations and the deposit dates.

While processing the Deposit files, the deposit details, coin and currency counts are captured and posted against the corresponding money bags.

Please note the Canadian exchange rates are not applied to the Canadian currency or coin.

If money bag number sent by the bank is unavailable in the VECTOR TCS system for that revenue date, then those money bags are considered as extra money bags and a money bag is created in VECTOR TCS with the money bag number given by bank. In case, the money bag number is already available in the VECTOR TCS, then a new money bag will be created with money bag number prefixed with number '9', 8 and so on until a unique money bag number is attained. The deposit, coin count details are posted against this new money bag.

The file format of the deposit file is **\*.DEP.\***

The deposit file structure is described as below. This structure is maintained for each record in the deposit file. No header record available.

**Total Record Length: 203**

**Delimiter:** New Line

### Example:

### Sample of one record from the bank deposit file

[illegible]

**Table 2-2: Deposit File Data Field Descriptions**

Field Name	Field Size	Field Type / Format	Description
RECORD TYPE ID	1	'0' or '1'	Record type ID. Collector Record. Manned Booth = 0 and Vault Record = 1. Captured by Bar code on Tag
PLAZA ID	2	Text, Right justified, left filled with zeros	Plaza ID captured by barcode on tag
UNNAMED	2	Zero filled	Previous field name: Lane id. No Longer used
UNNAMED	5	Zero filled	Previous field name: Vault id. No Longer Used
TAG SEQUENCE NUMBER	6	Numeric, Right justified, left filled with zeros	Tag sequence number captured by barcode on tag
ENTRY DATE	8	Date (yyyymmdd)	Process/verification date
OPERATOR ID	5	Numeric, Right justified, left filled with zeros	Loomis coin counter id
REVENUE DATE	8	Numeric, Right justified, left filled with zeros	Collection date
PENNIES COUNT	6	Numeric, Right justified, left filled with zeros	Number of pennies
NICKLES COUNT	6	Numeric, Right justified, left filled with zeros	Number of Nickels
DIMES COUNT	6	Numeric, Right justified, left filled with zeros	Number of Dimes
QUARTERS COUNT	6	Numeric, Right justified, left filled with zeros	Number of Quarters
HALVES COUNT	6	Numeric, Right justified, left filled with zeros	Number of Halves
DOLLARS COUNT	6	Numeric, Right justified, left filled with zeros	Number of Dollars
BOGUS COINS	6	Numeric, Right justified, left filled with zeros	Number of Bogus coins
CANADIAN COINS	5	Numeric, Right justified, left filled with zeros No Decimal Point	Dollar amount of Canadian coins (face value)
UNNAMED	6	Zero filled	Previous field name: Number of Tokens. No Longer Used

Field Name	Field Size	Field Type / Format	Description
US\$1	6	Numeric, Right justified, left filled with zeros	Number of US\$1
US\$2	6	Numeric, Right justified, left filled with zeros	Number of US\$2
US\$5	6	Numeric, Right justified, left filled with zeros	Number of US\$5
US\$10	6	Numeric, Right justified, left filled with zeros	Number of US\$10
US\$20	6	Numeric, Right justified, left filled with zeros	Number of US\$20
US\$50	6	Numeric, Right justified, left filled with zeros	Number of US\$50
US\$100	6	Numeric, Right justified, left filled with zeros	Number of US\$100
CANCURRENCY	6	Numeric, Right justified, left filled with zeros	Total value of Canadian currency without Canadian exchange rates applied
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$2. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$5. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$10. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$20. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$50. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$100. No Longer used
DISC VAR COIN	3	Numeric, Right justified, left filled with zeros	Canadian Exchange Rate. Rate received from Citizens Bank.



Field Name	Field Size	Field Type / Format	Description
DISC VAR CURR	3	Numeric, Right justified, left filled with zeros	Canadian Exchange Rate. Rate received from Citizens Bank.
DEPOSIT DATE	8	Date (yyyymmdd)	Credit/post date
CREATE DATE	8	Date (yyyymmdd)	Date record is entered in system
CREATE TIME	6	Time (hhmmss)	Time record is entered in system
RECORD EDIT	1	Y' or 'N'	N = record is not modified Y = Record is modified in manage daily file. No Longer used

## 2.2.2 Adjustment Files

The Adjustment files contain the details about the adjustment made on the deposit for the revenue date. There will be only one adjustment file per processing day.

The File format of the adjustment file is **\*.ADJ.\***

The File structure of the adjustment file is described as below. This structure is maintained for each record in the adjustment file. No header record available.

**Total Record length:** 51

**Delimiter:** New Line

### Example:

Sample of one record from the bank adjustment file:

3912012101820121016-00000140+000000020121016165002N

**Table 2-3: Adjustment File Data Field Descriptions**

Field Name	Field Size	Field Type / Format	Description
RECORD TYPE	1	'3'	Record type ID. Adjustment Record = 3
PLAZA ID	2	Text, Right justified, left filled with zeros	Toll Plaza ID. Adjustment ID = 91
ENTRY DATE	8	Date (yyyymmdd)	Process/Verification Date

Field Name	Field Size	Field Type / Format	Description
REVENUE DATE	8	Date (yyyymmdd)	Collection Date
TOTAL ADJUSTMENT SIGN	1	'+' or '-'	Sign of currency adjustment.
TOTAL ADJUSTMENT	8	Numeric, Right justified, left filled with zeros No Decimal Point	Dollar amount of cash (US Coin + US Currency + Can Coin + Can currency, CAD at exchange rate) adjustment
UNNAMED	1	'+'	Previous field name: Sign of token adjustment. No longer processed
UNNAMED	7	Zero filled	Previous field name: Piece count of token adjustment. No Longer processed.
CREATE DATE	8	Date (yyyymmdd)	Date, the record entered in the system
CREATE TIME	6	Time (hhmmss)	Time, the record entered in the system
RECORD EDIT	1	'Y' or 'N'	N = record is not modified Y = Record is modified in manage daily file. No Longer used

### 2.2.3 Return File

The Return files contain the details about the total money issued by bank to the plaza. There will be only one return file per revenue date which contains details of money issued to all plazas

The file format of the return file is **\*.RET.\***

The file structure of the return file is described as below. This structure is maintained for each record in the return file. No header record available.

**Total Record Length: 41**

**Delimiter: New Line**

#### Example:

Sample of one record from the bank return file

2012012101800000000030000020121017225504N

**Table 2-4: Return File Data Field Descriptions**

Field Name	Field Size	Field Type / Format	Description
RECORD TYPE	1	'2'	Return Record (Cash Order) = 2
PLAZA ID	2	Text, Right justified, left filled with zeros	Toll Plaza ID
ENTRY DATE	8	Date (yyyymmdd)	Delivery Date
UNNAMED	6	Zero filled	Previous field name: Number of Tokens ordered. No Longer used.
RETURNED AMOUNT	9	Numeric, Right justified, left filled with zeros No Decimal Point	Dollar amount of Cash(US Coin + US Currency) Ordered
CREATE DATE	8	Date (yyyymmdd)	Date, the record entered in the system
CREATE TIME	6	Time (hhmmss)	Time, the record entered in the system
RECORD EDIT	1	'Y' or 'N'	N = record is not modified Y = Record is modified in manage daily file. No Longer used

## Appendix A: Acronyms

Acronyms	Definition
CAN	Canada/Canadian
ETC	Electronic Toll Collection
FTP	File Transfer Protocol
ICD	Interface Control Document
ID	Identification
MOMS	Maintenance Online Management System
NHDOT	New Hampshire Department of Transportation
TCS	Toll Collection System
US	United States
VECTOR	Violation Enforcement Customer Service Toll Operations Reporting

# Signatures

Signing Authority	Authorized Designee Signature & Title	Date
Xerox		
	Title	
NHDOT		
	Title	
	Title	
	Title	



**EXHIBIT B: RFP PRICING WORKSHEET**

**Provide pricing for conventional services outlined in the RFP (1st & 2nd Columns required) and Alternative Pricing for Merrimack Exit 10 Pilot Program (3rd Column, optional)**

Transportation Services		Alternative Pricing: Merrimack Exit 10 Pilot Program: Smart Safe/Cash Recycling Systems
<b>Armored Car Service – Toll Facilities</b>		
Monthly – Specific Rate for each Plaza		
Hampton Mainline Toll Plaza	\$ _____ per month	
Hampton Side Toll Plaza	\$ _____ per month	
Hooksett Mainline Toll Plaza	\$ _____ per month	
Bedford Mainline Toll Plaza	\$ _____ per month	
Merrimack Toll, Exit 11	\$ _____ per month	<b>Armored Car Service – Merrimack Exit 10 Pilot Program</b>
Merrimack Toll, Exit 10	\$ _____ per month	
Rochester Mainline Toll Plaza	\$ _____ per month	
Dover Mainline Toll Plaza	\$ _____ per month	
Subtotal-(Sum of Specific Rates from Above)	(A) \$ _____ per month	
<b>Armored Car Service – EZ Pass Walk-In Centers</b>		<b>Flat Monthly Fees – Merrimack Exit 10 Pilot Program</b>
Note: See RFP Section III, Paragraph B for more information		
Monthly – Individual Rate for each Location (Current Location, subject to change)		<b>Equipment Leasing, Maintenance and Other Fees</b>
Nashua Walk-In Center	\$ _____ per month	
Portsmouth Walk-In Center	\$ _____ per month	
Hooksett Walk-In Center	\$ _____ per month	
Subtotal-(Sum of Specific Rates from Above)	(B) \$ _____ per month	
Grand Total (Sum of Lines (A) and (B) above)	(C) \$ _____ per month	
Total Cost for Transportation Services ((C) X 12 Months)	(D) \$ _____ annually	
<b>Processing Services</b>		<b>Processing Services – Merrimack Exit 10 Pilot Program</b>
Flat Rate per \$1,000 of Revenue Processed	(E) \$ _____ per \$1,000	
Total Cost for Processing Services ((E) X 35,000)	(F) \$ _____ annually	

Note: Projected cash and currency required to be processed is expected to average approximately \$35 million annually over the duration of the contract, therefore a factor of 35,000 is utilized as the basis for determining the overall processing cost. This is not a guarantee of revenue to be processed. Compensation during the contract to the vendor/subcontractor will be based on actual revenue processed.

Grand Total for Services (D) + (F)	\$ _____
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# EXHIBIT C

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.